



COUNTY OF LOS ANGELES

Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Chief Deputy Director

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BOARD OF SUPERVISORS

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October 1, 2007

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

**SUBJECT: NOTIFICATION OF DEPARTMENT OF PUBLIC HEALTH'S USE OF
DELEGATED AUTHORITY TO ACCEPT AMENDMENT NUMBER 1 OF THE
GRANT FUNDED TEMPORARY PERSONNEL SERVICES AGREEMENT WITH
MAXIM STAFFING SOLUTIONS**

This is to advise you that the Department of Public Health (DPH) will exercise its delegated authority as approved by your Board on September 19, 2006, authorizing the Director of Public Health, or his designee, to offer and sign a temporary personnel services Agreement form with Maxim Staffing Solutions to provide for various temporary personnel services projects with various terms based on each project effective October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel, and the Chief Administrative Office of each project's scope of work and budget, 100% offset by grant funding, at no net County cost.

County Counsel has reviewed and approved Amendment Number 1 to extend the term for three additional months, effective October 2, 2007 through December 31, 2007. All other terms, conditions, and restrictions remain unchanged and in full effect.

If you have any questions or require additional information, please let me know.

JEF:ly
#00107
Attachments

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. PH-000219

TEMPORARY PERSONNEL SERVICES AGREEMENT

AMENDMENT No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

MAXIM STAFFING SOLUTIONS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "TEMPORARY PERSONNEL SERVICES AGREEMENT", dated September 19, 2006, and further identified as County Agreement Number PH-000219 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective October 2, 2007.

2. Paragraph 1, TERM AND TERMINATION, of the Agreement, shall be amended to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on July 24, 2007 and shall continue in full force and effect through December 31, 2007. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

This Agreement may be further extended by Director, beyond December 31, 2007, on a month-to-month basis for a period of time not to exceed six (6) additional months, and unless sooner terminated, shall expire at midnight on June 30, 2008. Notification of such extension shall be in writing and postmarked at least fifteen (15) calendar days before the first day of the extension month.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in,

or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

3. Paragraph 3, MAXIMUM OBLIGATION, of the Agreement, shall be amended to read as follows:

"3. MAXIMUM OBLIGATION: For the period of October 2, 2007 through December 31, 2007, the maximum obligation of County for Contractor's performance hereunder is One Hundred Five Thousand, Eight Hundred Sixty-Five Dollars (\$105,865).

Each project temporary personnel services maximum obligation will be determined and qualified by Director as described hereinabove and in accordance with the needs of the project being funded."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

MAXIM STAFFING SOLUTIONS
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

#00107

Los Angeles Coordinated HIV Needs Assessment (LACHNA)
Scope of Work
July 24, 2007 – December 31, 2007
Maxim Healthcare Services

Objective	Activities	Deliverables	Time line
1.0	Conduct One-on-one Surveys		
1.1	<ul style="list-style-type: none"> Complete the Protection of Human Research Subjects (PHRS) Certification online in social behavioral sciences Attend the LACHNA training Sign the Confidentiality Statement 	<ul style="list-style-type: none"> PHRS Certificate LACHNA training certificate Completed Confidentiality Statement 	7/24/07
1.2	<ul style="list-style-type: none"> Under the direction of the field supervisor, conduct 900 one-on-one surveys in either English or Spanish in a variety of field settings across Los Angeles County with individuals who are at risk for HIV Assist with key-informant interviews and/or focus group note taking 	<ul style="list-style-type: none"> 900 completed surveys 	7/24/07 – 12/31/07
1.3	<ul style="list-style-type: none"> Under the direction of the field supervisor, conduct 600 one-on-one surveys in either English or Spanish in a variety of settings including at medical clinics and in the field across Los Angeles County with individuals who are currently living with HIV/AIDS Assist with key-informant interviews and/or focus group note taking 	<ul style="list-style-type: none"> 600 completed surveys 	7/24/07 – 12/31/07
3.0	Enter HIV prevention data		
3.1	<ul style="list-style-type: none"> Attend data entry training 	<ul style="list-style-type: none"> Data entry training certification 	7/24/07 – 7/31/07
3.2	<ul style="list-style-type: none"> Enter various types of HIV testing and counseling forms into ELI data entry system 	<ul style="list-style-type: none"> Enter 18,211 forms 	7/24/07 – 12/31/07

Budget

<u>I. Personnel</u>	<u>Monthly Salary</u>	<u>% of time</u>	<u># of months</u>	<u>Total Budget</u>
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Interviewers (6)	\$6,000	100%	5.0	<u>\$15,000</u>
Data Entry Specialists (4)	\$15,000	100%	5.0	<u>\$37,500</u>
Transcriber (1)	\$3,750	100%	5.0	<u>\$9,375</u>

Total				<u>\$61,875</u>
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Employee Benefits (EBs) @ 25%

Includes:

Health Insurance Options
Dental Insurance
Vacation
Sick Leave
Holidays

\$15,468

Payroll Taxes: 27%

\$16,706

FICA & MDCR
SUI
Workers Comp

Total Payroll Taxes

Total Full Time Personnel

\$32,175

II. Operating Expenses

Standard Operating Expenses

Total Direct Costs (Personnel & Operating)

A. Indirect Costs @ 10%(of total direct costs)

\$11,815

III. Total Cost

\$105,865